

**FINDING OF SUITABILITY
TO TRANSFER
(FOST)**

**SIERRA ARMY DEPOT
EAST AIRFIELD AND CLEAN SOUTHERN SECTION OF THE
EAST SHORE PARCEL**

MAY 2003

FINDING OF SUITABILITY TO TRANSFER
Sierra Army Depot
East Airfield and Clean Southern Section of the East Shore Parcel
May 2003

1. PURPOSE

The purpose of this Finding Of Suitability To Transfer (FOST) is to document the environmental suitability of the East Airfield and the clean southern section of the East Shore Parcel for transfer to the Lassen County Local Reuse Authority (LCLRA). This action is consistent with Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Section 120(h) and Department of Defense/Army policy. The FOST identifies use restrictions as specified in the attached Environmental Protection Provisions necessary to protect human health or the environment after such transfer.

2. PROPERTY DESCRIPTION

The property consists of approximately 2274 acres and 3 buildings. The property was previously used as an airfield and general buffer habitat. The property is intended to be transferred for airfield, light industrial to industrial usage, and as buffer habitat which is consistent with the intended reuse of the property as set forth in the Lassen County Reuse Plan. A site map of the property is attached (Enclosure 1).

3. ENVIRONMENTAL CONDITION OF THE PROPERTY

A determination of the environmental condition of the facilities has been made based on the **Revised Final Environmental Baseline Survey CERFA Report, Sierra Army Depot Reuse Parcels Lassen County, California – March 2001 (EBS)**. The information provided is a result of a complete search of agency files during the development of these environmental surveys. The following documents also provided information on environmental conditions of the property:

- **Revised Final Environmental Baseline Survey CERFA Report, Sierra Army Depot Reuse Parcels Lassen County, California – March 2001**
- **Environmental Assessment for the Disposal and Reuse of the BRAC Parcels at Sierra Army Depot, California – January 1998**
- **Final Supplemental Environmental Assessment of BRAC Excess Property at Sierra Army Depot, California – September 1999**
- **Base Realignment and Closure Cleanup Plan Sierra Army Depot Lassen County, California, Version 2 – April 1997**
- **Draft Final Report Four Preliminary Sites Sierra Army Depot Herlong, Lassen County, California – February 1999**
- **Ordnance and Explosives Archives Search Report Findings for the Honey Lake Range Lassen County, California – September 1996**
- **Asbestos Abatement Survey, Sierra Army Depot, Herlong, California - June 1988**

3.1 Environmental Condition of Property Categories

The Department of Defense (DOD) Environmental Condition of Property (ECP) Categories for the property is as follows:

ECP Category 1: All the property minus 100 square feet is Category 1

ECP Category 2: 100 square feet is Category 2 (area is at the south boundary of airfield diesel power generator pad east of the Quonset hut)

A summary of the ECP Categories for specific buildings, parcels, or study areas/operable units is provided in Table 1 – The “Description of Property” in Enclosure 2.

3.2 Storage, Release, or Disposal of Hazardous Substances

3.2.1 Hazardous Substance Storage

There is no evidence that hazardous substances were stored, released, or disposed on the Property in excess of the reportable quantities listed in 40 CFR Part 373. Accordingly, there is no need for any notification of hazardous substance storage, release, or disposal.

3.2.2 Investigation/Remediation Sites

There are no investigation/remediation sites located on the property. In addition, there is no evidence of contaminated soil or groundwater on the property.

3.3 Petroleum and Petroleum Products

3.3.1 Underground and Above-Ground Storage Tanks (UST/AST)

- **Current UST/AST Sites** -There is one (1) Army owned aboveground storage tanks (AST). A petroleum product release occurred at the existing AST. A broken supply line condition existed at the generator pad east of the airfield Quonset hut. The condition resulted in the release of diesel fuel (less than 55 gallons). The fuel flowed south off the containment pad and contaminated a surface area of approximately 100 square feet. The release was cleaned up and the leaking line was repaired. The **“Draft Final Report Four Preliminary Sites Sierra Army Depot Herlong, Lassen County, California – February 1999”** investigation determined that further soil or groundwater investigation was not warranted

See Table 2 - Notification of Petroleum Products Storage, Release, or Disposal for additional information (Enclosure 3).

3.3.2 Non-UST/AST Storage, Release, or Disposal of Petroleum Products

There is no evidence that non-UST/AST petroleum or petroleum products in excess of 55 gallons at one time were stored, released, or disposed of on the property as the result of non-UST/AST petroleum activities. Accordingly, there is no need for any notification of non-UST/AST petroleum product storage, release, or disposal.

3.4 Polychlorinated Biphenyl (PCB) Equipment

No PCB containing equipment is located on the property.

3.5 Asbestos

There is non-friable asbestos containing material (ACM) in Building 627. The ACM includes the mastic between the corrugated sheet metal panels. The ACM does not currently pose a threat to human health or the environment because all friable asbestos that posed an unacceptable risk to human health has been removed or encapsulated. The deed will include the asbestos warning and covenant included in the Environmental Protection Provisions (Enclosure 4).

3.6 Lead-Based Paint (LBP)

Based on the age of the buildings on the properties (constructed prior to 1978), all the buildings could contain LBP.

The deed will include the lead-based paint warning and covenant provided in the Environmental Protection Provisions (Enclosure 4).

3.7 Radiological Materials

There is no evidence that the radioactive material or sources were used or stored on the property.

3.8 Radon

Radon surveys were conducted at random buildings and radon was not detected at or above the EPA residential action level of 4 picocuries per liter (pCi/L) in any of the buildings surveyed on the Depot.

3.9 Unexploded Ordnance

Sierra Army Depot has conducted storage and open burning and open detonation (OB/OD) of munitions since 1945. A review of available records and information indicate that the Airfield East Section and East Shore South Section has never been used for ammunition storage or OB/OD operations. The EBS and depot records show no ordnance or unexploded ordnance (UXO) was located on the Airfield East Section and East Shore South Section parcels.

4. ADJACENT PROPERTY CONDITIONS

There are the following types of activities adjacent to the property:

- Ordnance and Explosives (OE) Response Action Area - An ongoing ordnance investigation and/or future ordnance remediation are underway at the the west Airfield Sector and the north East Shore Section. These areas were used or impacted by ordnance testing and demolition from the Former Honey Lake Demolition Range and area Function Test Range. Prior to transfer of the property, the Army will provide warning signs identifying the OE Response Action Area. The OE clearance operations are scheduled to be completed by December 2003. Upon completion of the OE clearance operations, appropriate institutional controls will be implemented (e.g., warning signs, public education, and deed restrictions).
- Ammunition Storage - There are 699 igloos used for the storage of conventional ammunitions and explosives. The storage areas are more than a mile and a third from the property. The munition storage area is fenced with guarded entrances.
- OB/OD operations - The SIAD OB/OD operations are located approximately two miles from the Airfield East Section and East Shore South Section parcel. These operations are strictly regulated and conducted in accordance with all applicable federal, state, and local regulations.

Based on these procedures, the activities on adjacent property do not make the property unsuitable to transfer.

5. ENVIRONMENTAL REMEDIATION AGREEMENTS

The following environmental remediation orders/agreements are applicable to the SIAD: the Federal Facility Site Remediation Agreement (FFSRA) dated 30 May 1991. There are no FFSRA study areas/operable units or contaminated groundwater on the property. The deed will include a provision reserving the Army's right to conduct response action or corrective action found to be necessary in the future (See Enclosure 4).

6. REGULATORY/PUBLIC COORDINATION

The U.S. EPA Region IX, the California Department of Toxic Substances Control (DTSC), and the public were notified of the initiation of the FOST. The document was forwarded to regulators/public for comments. Regulatory comments were reviewed and incorporated as appropriate. A copy of the regulatory comments and the Army Response is provided at Enclosures 5 and 6.

7. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) COMPLIANCE

The environmental impacts associated with proposed transfer of the property have been analyzed in accordance with the National Environmental Policy Act (NEPA). The results of this analysis have been documented in the **Environmental Assessment for the Disposal and Reuse of the BRAC Parcels at Sierra Army Depot, California – January 1998**. Any encumbrances or condition identified in such analysis as necessary to protect human health or the environment have been incorporated into the FOST.

8. FINDINGS OF SUITABILITY TO TRANSFER

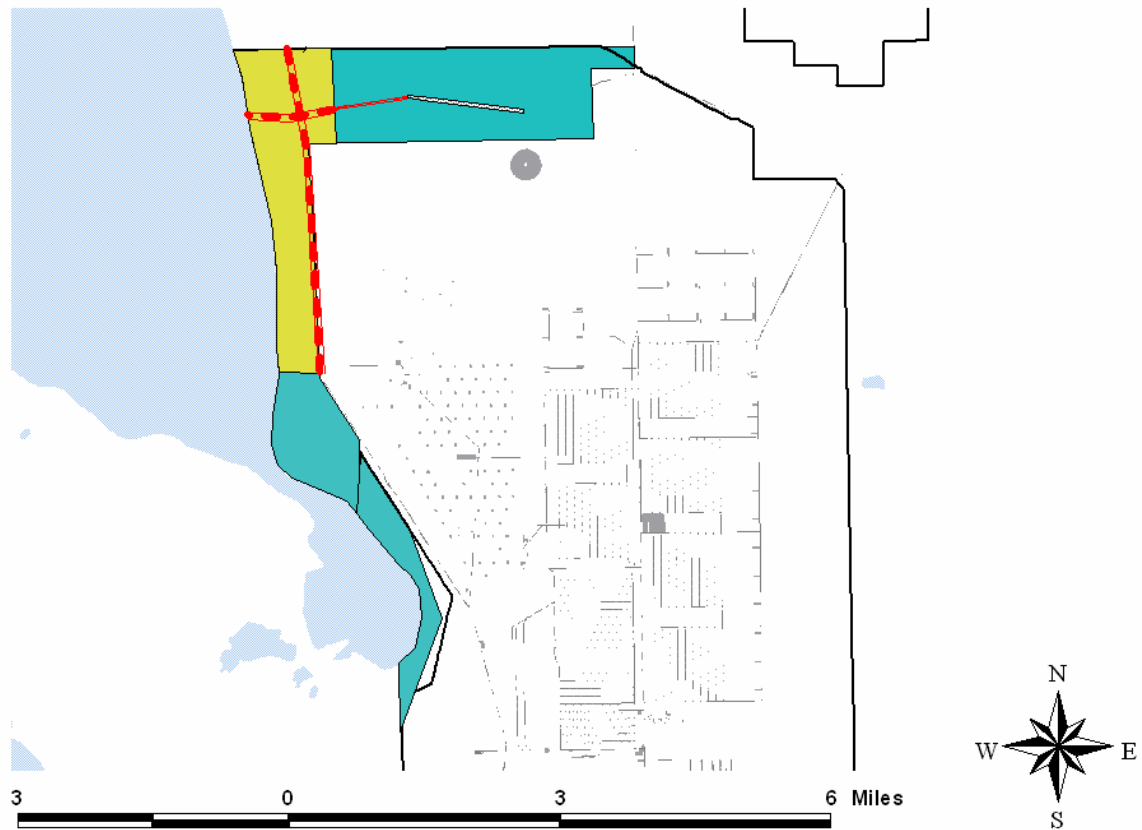
Based on the above information, I conclude that all removal or remedial actions necessary to protect human health and the environment have been taken and the property is transferable under CERCLA section 120(h)(3). In addition, all Department of Defense requirements to reach a finding of suitability to transfer have been met subject to the terms and conditions set forth in the attached Environmental Protection Provisions which shall be included in the deed for the property. The Environmental Protection Provisions also include the CERCLA 120(h)(3) covenant and access provisions. The Petroleum Notification (Table 2) shall be included as a deed exhibit. Whereas no hazardous substances were stored for one year or more, known to have been released, or disposed of on the parcel, the hazardous substance notification need not and will not be provided with the deed.

JAMES R. DAVIDSON
Director
National Capital Region Field Office

Encl 1 Site Map
Encl 2 Table 1 Description of Property
Encl 3 Table 2 Notification of Petroleum Product Storage, Release, or Disposal
Encl 4 Environmental Protection Deed Provisions
Encl 5 Regulatory/Public Comments
Encl 6 Army Response to Regulatory/Public Comments (if applicable)

ENCLOSURE 1

SITE MAP



Areas in blue green are clean represent approximate boundary of Clean Parcels represented in this FOST.

Area in Yellow is the area under ordnance investigation/remediation.

ENCLOSURE 2

Table 1 – Description of Property

Building Number and Property Description	EBS Parcel Designation	Condition Category	Remedial Actions
Bldg. 627 Airfield Operations Building	Bldg. 627	1	None
Bldg. 627 AST	Bldg. 627	2	There was release of diesel fuel (less than 55 gallons), the fuel flowed south off the containment pad and contaminated a surface area of approximately 100 square feet. The release was cleaned up and the leaking line was repaired. The “Draft Final Report Four Preliminary Sites Sierra Army Depot Herlong, Lassen County, California – February 1999” investigation determined that further soil or groundwater investigation was not warranted
Bldg. 900 VOR building	Bldg. 900	1	None
Bldg. California Div. of Mines Seismic Bldg.	Bldg. N/A	1	None
Construction Well	Well	1	None
Approximately 2,284 acres of undeveloped land		1	None
Gravel/Paved Access Road		1	None

Category 1: Areas where no release or disposal of hazardous substances or petroleum products has occurred. (including no migration of these substances from adjacent areas)

Category 2: Areas where only release or disposal of petroleum products has occurred.

Category 3: Areas where release, disposal, and/or migration of hazardous substances has occurred, but at concentrations that do not require a removal or remedial response.

Category 4: Areas where release, disposal, and/or migration of hazardous substances has occurred, and all removal or remedial actions to protect human health and the environment have been taken.

Category 5: Areas where release, disposal, and/or migration of hazardous substances has occurred, and removal or remedial actions are underway, but all required remedial actions have not yet been taken.

Category 6: Areas where release, disposal, and/or migration of hazardous substances has occurred, but required actions have not yet been implemented.

Category 7: Areas that are not evaluated or require additional evaluation.

ENCLOSURE 3

Table 2 - Notification of Petroleum Product Storage, Release, and Disposal

Above Ground Storage Tanks –

Tank Number	Building Number	Location	Release > 55 Gallons	Capacity Gallons	Stored Material	Year Installed	Secondary Containment Type
	627	Airfield	No*	200	Diesel		
*Note - There was release of diesel fuel (less than 55 gallons) at the Building 627 Above Ground Storage Tank. The fuel flowed south off the containment pad and contaminated a surface area of approximately 100 square feet. The release was cleaned up and the leaking line was repaired. The “ Draft Final Report Four Preliminary Sites Sierra Army Depot Herlong, Lassen County, California – February 1999 ” investigation determined that further soil or groundwater investigation was not warranted							

ENCLOSURE 4

ENVIRONMENTAL PROTECTION PROVISIONS

ENVIRONMENTAL PROTECTION PROVISIONS

1. CERCLA COVENANTS AND NOTICE

Pursuant to Section 120 (h) (3) of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. Section 9601 et seq. ("CERCLA"):

A. Notification and Covenants

1. The Grantor hereby notifies the Grantee that a complete review of the agency files has indicated that no hazardous substances have been stored, released, or disposed of on the Property. For the purpose of this Deed, "hazardous substances" shall have the meaning attributed to such term under section 101(14) of CERCLA, 42 U.S.C. 9601(14). Available information regarding the type, quantity, and location of petroleum product storage, release, and disposal is described at Enclosure 3 herein.

2. The Grantor hereby covenants that:

a. All remedial action necessary to protect human health and the environment with respect to any such hazardous substances remaining on the Property has been taken before the date of conveyance hereunder; and

b. Any additional remedial action found to be necessary with regard to such hazardous substances remaining on the Property after the date of this Deed that resulted from past activities of the Grantor shall be conducted by the Grantor. This covenant shall not apply to the extent such remedial actions are caused by activities of the Grantee, its successors or assigns.

B. Access Rights and Easement

The Grantor reserves a right and easement for access to the Property in any case in which remedial action or corrective action is found to be necessary after the date of this Deed. In exercising these rights of access, except in case of imminent endangerment to human health or the environment, the Grantor shall give the Grantee, or the then record owner, at least thirty (30) days prior written notice of actions to be taken in remediation of the Property, and shall use reasonable means, without significant additional cost to the Grantor, to avoid and/or minimize interference with the use of the Property by the Grantee, its successors and assigns. Furthermore, any such actions undertaken by the Grantor pursuant to this Section V.B will, to the maximum extent practicable, be coordinated with a representative of the Grantee, its successors and assigns. Grantee agrees that, notwithstanding any other provisions of the Deed, that the Grantor assumes no liability to the Grantee, its successors and assigns, or any other person, should

remediation of the Property interfere with the use of the Property by the Grantee, its successors and assigns.

C. Transfer Documents

The Grantee and its successors and assigns covenant and agree that all leases, transfers or conveyances of the Property occurring subsequent to the date of this Deed shall be made subject to, and shall have the benefit of, the provisions contained in this Article ____.

2. FEDERAL FACILITY SITE REMEDIATION AGREEMENT (FFSRA)

The GRANTOR acknowledges that Sierra Army Depot and the State of California have entered into a Federal Facility Site Remediation Agreement (FFSRA) governing the remediation of the installation. The GRANTEE acknowledges that the GRANTOR has provided it with a copy of the FFSRA dated 30 May 1991 and will provide the GRANTEE with a copy of any amendments thereto. The GRANTEE, its successors and assigns, agrees that should any conflict arise between the terms of the FFSRA as they presently exist or may be amended, and the provisions of this property transfer, the terms of the FFSRA will take precedence. The Grantee, its successors and assigns, further agree that notwithstanding any other provisions of this Deed, the Grantor assumes no liability to the Grantee, its successors and assigns, should implementation of the FFSRA interfere with the their use of the Property. The Grantee, its successors and assigns, shall have no claim on account of any such interference against the Grantor or any officer, agent, employee or contractor thereof. The Grantor shall, however, comply with the provisions of Section [1B] above in the exercise of its rights under the FFSRA.

3. ENVIRONMENTAL BASELINE SURVEY (“EBS”) AND FINDING OF SUITABILITY TO TRANSFER (“FOST”)

A. The Grantee has received the technical environmental reports, including the Revised Final Environmental Baseline Survey for the Property dated March 1997, as revised on March 2001 (collectively the “EBS”) and the FOST for the property dated May 2003, prepared by the Grantor, and agrees, to the best of the Grantee’s knowledge, that they accurately describe the environmental condition of the Property. The Grantee has inspected the Property and accepts the physical condition and current level of environmental hazards on the Property and deems the Property to be safe for the Grantee’s intended use.

B. If an actual or threatened release of a hazardous substance or petroleum product is discovered on the Property after the date of the conveyance, whether or not such substance was set forth in the technical environmental reports, including the EBS, Grantee or its successors or assigns shall be responsible for such release or newly discovered substance unless Grantee is able to demonstrate that such release or such newly discovered substance was due to Grantor’s activities, ownership, use, or occupation of the Property. Grantee, its successors and assigns, as consideration for the conveyance, agree to release Grantor from any liability or responsibility for any claims

arising solely out of the release of any hazardous substance or petroleum product on the Property occurring after the date of this Deed, where such substance or product was placed on the Property by the Grantee, or its successors, assigns, employees, invitees, agents or contractors, after the conveyance. This Article ____ shall not affect the Grantor's responsibilities to conduct response actions or corrective actions that are required by applicable laws, rules and regulations, or the Grantor's indemnification obligations under applicable laws.

4. NOTICE OF THE PRESENCE OF LEAD BASED PAINT AND COVENANT AGAINST THE USE OF THE PROPERTY FOR RESIDENTIAL PURPOSES

A. The Property was not used as "Residential Real Property". The Grantee covenants that the Property is not intended to be used as "Residential Real Property." "Residential Real Property" shall mean dwelling units, common areas, building exterior surfaces, and any surrounding land, including outbuildings, fences and play equipment affixed to the land, available for use by residents, and child occupied buildings visited regularly by the same child, 6 years of age or under, on at least two different days within any week, including day-care centers, preschools and kindergarten classrooms, but not including land used for agricultural, commercial, industrial, or other non-residential purposes, and not including paint on the pavement of parking lots, garages, or roadways.

B. The Grantee is hereby informed and does acknowledge that all buildings on the Property, which were constructed or rehabilitated prior to 1978, are presumed to contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Every purchaser of any interest in Residential Real Property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards.

C. Available information concerning known lead-based paint and/or lead-based paint hazards, the location of lead-based paint and/or lead-based paint hazards, and the condition of painted surfaces is contained in the Environmental Baseline Survey dated March 2001 which has been provided to the Grantee. The Grantee hereby acknowledges receipt of all of the information described in this subparagraph. The Grantee also acknowledges that it has received the opportunity to conduct its own risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards prior to execution of this document.

D. The Grantee covenants and agrees that it shall not permit the occupancy or use of any buildings or structures on the Property as Residential Real Property without

complying with this section and all applicable federal, state, and local laws and regulations pertaining to lead-based paint and/or lead-based paint hazards. In complying with these requirements, the Grantee covenants and agrees to be responsible for any abatement or remediation of lead-based paint or lead-based paint hazards on the Property found to be necessary as a result of the subsequent use of the property for residential purposes. The Grantee covenants and agrees to comply with solid or hazardous waste laws that may apply to any waste that may be generated during the course of lead-based paint abatement activities.

E. The Grantee further agrees to indemnify and hold harmless the Army, its officers, agents and employees, from and against all suits, claims, demands, or actions, liabilities, judgments, costs and attorney's fees arising out of, or in a manner predicated upon personal injury, death or property damage resulting from, related to, caused by or arising out of lead-based paint or lead-based paint hazards on the Property if used for residential purposes.

F. The covenants, restrictions, and requirements of this Section shall be binding upon the Grantee, its successors and assigns and all future owners and shall be deemed to run with the land. The Grantee on behalf of itself, its successors and assigns covenants that it will include and make legally binding, this Section in all subsequent transfers, leases, or conveyance documents."

5. NOTICE OF THE PRESENCE OF ASBESTOS AND COVENANT

A. The Grantee is hereby informed and does acknowledge that friable and non-friable asbestos or asbestos-containing materials ("ACM") has been found in buildings and structures on the Property, as described in the EBS. The ACM in buildings and structures on the Property does not currently pose a threat to human health or the environment, and all friable asbestos that posed a risk to human health has either been removed or encapsulated.

B. The Grantee covenants and agrees that its use and occupancy of the Property will be in compliance with all applicable laws relating to asbestos; and that the Grantor assumes no liability for future remediation of asbestos or damages for personal injury, illness, disability, or death, to the Grantee, its successors or assigns, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property, whether the Grantee, its successors or assigns, have properly warned or failed to properly warn the individual(s) injured. The Grantee agrees to be responsible for any future remediation of asbestos in buildings and structures found to be necessary on the Property.

C. Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and EPA regulate asbestos because of the potential hazards associated with exposure to

airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.

D. The Grantee acknowledges that it has inspected the Property as to its asbestos content and condition and any hazardous or environmental conditions relating thereto. The Grantee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any asbestos hazards or concerns.

E. The Grantor assumes no liability for any damages to person or property, and gives no warranties, either express or implied, with regard to the presence or absence of asbestos or ACM in buildings and structures, or whether the Property is or is not suitable for a particular purpose. The Grantee further agrees to indemnify and hold harmless the Grantor, its officers, agents and employees from and against all suits, claims, demands or actions, liabilities, judgments, penalties, costs and attorneys' fees arising out of, or in any manner predicated upon, future asbestos abatement or remediation from within buildings and structures on the Property; disposal of ACM or asbestos after conveyance to the Grantee; personal injury, death or property damages resulting from, related to, caused by or arising out of exposure to asbestos within buildings or structures on the Property after the conveyance of such portion of the Property to the Grantee. The Grantee's obligation hereunder shall apply whatever the United States incurs costs or liabilities for actions giving rise to liability under this Section. The Grantee shall not be responsible for indemnifying or holding the Grantor harmless from any loss, claims, liabilities, judgments, penalties, costs, or damages arising out of exposure to asbestos that occurred prior to the date of this Deed.

6. STATUTORY INDEMNIFICATION

The Grantor recognizes its obligation to hold harmless, defend, and indemnify the Grantee and any successor, assignee, transferee, lender, or lessee of the Grantee or its successors and assigns, as required and limited by Section 330 of the Department of Defense Authorization Act of 1993, as amended, and to other wise meet its obligations under law.

7. INCLUSION OF PROVISIONS

The GRANTEE, its successors and assigns, shall neither transfer the Property, lease the Property, nor grant any interest, privilege, or license whatsoever in connection with the Property without the inclusion of the environmental protection provisions contained herein, and shall require the inclusion of such environmental protection provisions in all further deeds, transfers, leases, or grants of any interest, privilege, or license.

ENCLOSURE 5

REGULATORY/PUBLIC COMMENTS

EPA REGION IX AIRFIELD EAST RESPONSE COMMENTS

1. Above Section 1 at the top of the page. The title and description are inconsistent. Eliminate reference to Herlong and correctly describe parcel as West or East.
2. Section 2. Clarify reference to "All" in last sentence. The USEPA suggests combining the two sentences with the last becoming a clause beginning with "which".
3. Section 5. Replace term "lease" with "deed" in last sentence.
4. Section 6. Have all comments been resolved? Last sentence needs to be revised to reflect that comments have been received and incorporated or attached as unresolved.
5. Section 8. Eliminate first two sentences as they relate to leases; Eliminate all references to leases in the rest of the section; and describe the covenants required by Section 120(h)(4) for all ECP 1 areas.
6. Enclosure 4. Substitute reference to 120(h)(4) for (h)(3).
7. Eliminate reference to Notice under (h)(1); and substitute covenants provided under (h)(4) for existing (h)(3) covenants.
8. Section 3B. This provision shifts the burden of establishing that a release is the responsibility of the Army to the Transferee. Such a provision is inconsistent with the statutory mandate for the Army to conduct any further response or corrective action found to be necessary after the date of transfer and may also be inconsistent with the Army's obligation to indemnify the transferee or subsequent parties suffering injury as the result of hazardous substances or petroleum products associated with the Army's use of the property.
9. Section 4.D. This section should be modified to provide that the standards to be met prior to residential use are the standards established under Title X, even though the property in question is not "target housing" to which those standards are directly applicable.

California Department of Toxic Substances Control (DTSC) Airfield East/Poleline Road/East Shore South Parcel Comments:

Hand written and supplied on October 24, 2001 via fax

Concern, general comments and position statement:

“DTSC believes that these properties are not suitable to transfer at this time for the following reasons:”

1. Comment: Ordnance/explosives investigation on the adjoining properties have not been completed and the results have not been published.
2. Comment: Adjacent areas are known to OE waste, very little site security (adequate fencing and posting) exists to prevent trespass onto adjacent contaminated property.
3. Comment: Insufficient data from the investigation of adjoining properties to eliminate the possibility that OE/UXO may exist on the parcel.
4. Comment: The Airfield parcel has been subject to several “redrawings” of the parcel boundaries. In its current state, the western end of the parcel has been deleted, because OE/UXO investigation is required. DTSC does not believe that the Airfield property is transferable without this western parcel. Because the western parcel is not included and has not been investigated/remediated, early transfer of this parcel is not possible.
5. Comment: It is DTSC’s understanding that the access/right-of-way agreements to these parcels are not in place. DTSC feels that it is premature to transfer parcels that are not accessible.

Concern and general comment on request for response extension denial:

“The comments/concerns detailed above are by no means complete. Other concerns regarding the status of the parcels and the transfer process also exist. DTSC will provide these in a letter to you by November 7, 2001.”

ENCLOSURE 6

ARMY RESPONSE TO REGULATORY/PUBLIC COMMENTS

EPA REGION IX AIRFIELD EAST RESPONSE COMMENTS

COMMENT 1: Above Section 1 at the top of the page. The title and description are inconsistent. Eliminate reference to Herlong and correctly describe parcel as West or East.

ARMY RESPONSE: The title has been corrected to better define the parcel and the reference to the Herlong Parcel has been removed.

COMMENT 2: Section 2. Clarify reference to "All" in last sentence. The USEPA suggests combining the two sentences with the last becoming a clause beginning with "which".

ARMY RESPONSE: Recommendation has been accepted and the change made.

COMMENT 3: Section 5. Replace term "lease" with "deed" in last sentence.

ARMY RESPONSE: Recommendation has been accepted and the change made.

COMMENT 4: Section 6. Have all comments been resolved? Last sentence needs to be revised to reflect that comments have been received and incorporated or attached as unresolved.

ARMY RESPONSE: This Section has been revised to include the Regulator comments and Army Response as part of the FOST.

COMMENT 5: Section 8. Eliminate first two sentences as they relate to leases; Eliminate all references to leases in the rest of the section; and describe the covenants required by Section 120(h)(4) for all ECP 1 areas.

ARMY RESPONSE: This Section was revised to include the appropriate finding of suitability to transfer language.

COMMENT 6: Substitute reference to 120(h)(4) for (h)(3).

ARMY RESPONSE: The Army believes that the Section 120(h)(3) is the appropriate CERCLA covenant since petroleum products were released on the property. The deed provision was revised to state that a complete review of the agency records indicated no hazardous substance storage, release, or disposal on the property. In addition, the deed provision was revised to include the Petroleum Product Storage, Release, and Disposal Table (Table 2) as a deed exhibit.

COMMENT 7: Eliminate reference to Notice under (h)(1); and substitute covenants provided under (h)(4) for existing (h)(3) covenants.

ARMY RESPONSE: See Response to Comment 6 above.

COMMENT 8: Section 3B. This provision shifts the burden of establishing that a release is the responsibility of the Army to the Transferee. Such a provision is inconsistent with the statutory mandate for the Army to conduct any further response or corrective action found to be necessary after the date of transfer and may also be inconsistent with the Army's obligation to indemnify the transferee or subsequent parties suffering injury as the result of hazardous substances or petroleum products associated with the Army's use of the property.

ARMY RESPONSE: This is standard deed language that has been approved by the Army Office of General Counsel for property transfers at other BRAC installations. The Army believes the language as presented is consistent with the requirements relative to future identified spills or future spills on the subject property for the Army obligations as the Grantor and transferor of property to a Grantee and does not reduce the Grantor's indemnification requirements per applicable laws.

COMMENT 9: Section 4.D. This section should be modified to provide that the standards to be met prior to residential use are the standards established under Title X, even though the property in question is not "target housing" to which those standards are directly applicable.

ARMY RESPONSE: It is the Army position that the Title X requirements only apply to "target housing". There is no basis for the Army to impose the Title X requirement on non-residential property. However, the LBP deed provision was revised to require the grantee to meet all applicable federal, state, and local laws and regulations pertaining to lead-based paint and/or lead-based paint hazards if the property is used for residential habitation in the future.

California Department of Toxic Substances Control (DTSC) Airfield East/Poleline Road/East Shore South Parcel Comments:

Hand written and supplied on October 24, 2001 via fax

Concern, general comments and position statement:

“DTSC believes that these properties are not suitable to transfer at this time for the following reasons:”

COMMENT 1: Ordnance/explosives investigation on the adjoining properties have not been completed and the results have not been published.

ARMY RESPONSE: The investigation on adjoining properties has been completed but the draft Engineering Evaluation/Cost Analysis (EE/CA) document has not been finalized yet. Much of the findings have been shared in stakeholder meetings and Restoration Advisory Board (RAB) meetings. The lands to be transferred have never had ordnance contamination on them.

COMMENT 2: Adjacent areas are known to contain OE waste, very little site security (adequate fencing and posting) exists to prevent trespass onto adjacent contaminated property.

ARMY RESPONSE: Prior to transfer of the property, the Army will provide warning signs identifying the OE Response Action Area. The OE clearance operations are scheduled to be completed by December 2003. Upon completion of the OE clearance operations, appropriate institutional controls will be implemented (e.g., warning signs, public education, and deed restrictions).

COMMENT 3: Insufficient data from the investigation of adjoining properties to eliminate the possibility that OE/UXO may exist on the parcel.

ARMY RESPONSE: The Army understands that the state has a concern with the percentage coverage statistical based survey methodology. The Army believes the level of data collected and the percent of area covered by using this methodology is sufficient to support minimal to no risk. The EE/CA draft will make recommendations on the lands with suspect ordnance still remaining.

COMMENT 4: The Airfield parcel has been subject to several “redrawings” of the parcel boundaries. In its current state, the western end of the parcel has been deleted, because OE/UXO investigation is required. DTSC does not believe that the Airfield property is transferable without this western parcel. Because the western parcel is not included and has not been investigated/remediated, early transfer of this parcel is not possible.

ARMY RESPONSE: There is no historical supporting information that there was any ordnance activity on any of the airfield parcel including the western 247 approximate

acres. The ordnance scrap found on the western parcel was kickouts from the function test range or possibly even from Honey Lake. Only ordnance scrap was found in this western section of the air field parcel. For that reason this portion will not be transferred at this time until such a time that all stakeholders are satisfied it is safe to transfer. The balance of the airfield parcel is not related or tied to transfer of the western portion. The two do not have to be transferred together. Sierra Army Depot and the Corps of Engineers have found no evidence at all that there has ever been any ordnance now or in the past on the large eastern portion of the airfield.

COMMENT 5: It is DTSC's understanding that the access/right-of-way agreements to these parcels are not in place. DTSC feels that it is premature to transfer parcels that are not accessible.

ARMY RESPONSE: *The right-of-way and access agreements will be between the Army and Lassen County. The Army will have the right-of-way and access agreement worked out with the County prior to transfer.*

DTSC AIRFIELD COMMENTS RECEIVED 1/31/03

COMMENT 1: Section 2, page 1, Property Description: The included site map of the property (Enclosure 1) is too small. DTSC previously commented on the need for a larger scale map. DTSC requires a full-scale map (approximately 34 inches x 44 inches, as provided in the Revised Final Environmental Baseline Survey CERFA Report), that clearly identifies all buildings, structures, and other properties that Sierra Army Depot intends to transfer. This map is essential for DTSC to complete its evaluation of areas the Army believes are “uncontaminated”. DTSC needs to make a determination to concur with the Army’s identification of additional areas as uncontaminated pursuant to CERCLA Section 120 (h). This map should be provided to DTSC as soon as possible, prior to the initiation of the public comment period for this document

ARMY RESPONSE: The parties that are to receive this property are listed in paragraph #1 (Purpose) of this FOST. The map is intended only for general orientation of the property in this FOST. All property described in this FOST is suitable for transfer.

COMMENT 2: Section 3.3.1, page 2: The last sentence states that, “The Draft Final Report Four Preliminary Sites.., identifies no associated soil or water contamination was found on the site!’ This statement is inaccurate. Section 11 of the Four Sites report states, ‘The purpose of this investigation was to provide an initial assessment of soil gas at these sites, aiding the decision process by determining which of the four sites require further characterization or no further action.”

The information collected from the investigation supported the conclusion that further soil or groundwater investigation was not warranted, but the report itself did not state that, “no soil or groundwater contamination was found.”

ARMY RESPONSE: Corrected to reflect that further soil or groundwater investigation was not warranted

COMMENT 3: Section 4, Adjacent Property Conditions, bullet item #3: The West end of the Airfield Section is not currently undergoing any ordnance investigation or remedial activity, although investigation is needed.

ARMY RESPONSE: The west end of the Airfield is part of the Engineering Evaluation/Cost Analysis is undergoing review and will be finalized by the summer of 2003.

COMMENT 4: Section 8, FINDINGS OF SUITABILITY TO TRANSFER: DTSC disagrees that the East Airfield and the Clean Southern Section of the East Shore parcels are suitable to transfer at this time. As previously commented upon (FOST Enclosures 5 and 6), potential presence of OE/UXO from demolition activities carried out on the Former Honey Lake Demolition Area cannot be ruled out.

DTSC concurs that the Access Road has been cleared of potential OE/UXO items, and is therefore suitable to transfer. DTSC also concurs that those portions of the East Shore parcel south of the Demolition Area's "kick out zone", and those portions of the Airfield parcel east of the kick out zone, are suitable to transfer. However, the point of contention revolves around the determination of where the kick out zone boundary actually is. The previous EE/CA investigations conducted 1999 and 2000 did not establish the limits of OE/UXO contamination with regard to these parcels, and therefore, it is impossible to establish the boundaries for the BRAC parcels in question. As it is shown in this document, both parcel boundaries in question are based upon an imaginary line, calculated in the Archive Search Report. Until some type of field confirmation has been performed, a true boundary between OE/UXO contaminated property, and uncontaminated BRAC parcel property cannot be established.

ARMY RESPONSE: The Army had the boundaries geophysically mapped on January 2003. The areas at the boundaries on the Airfield and East Shore parcels are uncontaminated with OE, and that the OE contamination is well short of the property boundary. Therefore, the property identified is suitable for transfer.